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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 9656/2024, CRL.M.As. 37058-61/2024

ASHWANI YADAV & ORS.Petitioner

Through: Ms.Purnima Jain, Mr.Shubham
Jaiswal, advts. with petitioners in
person.
Petitioner no.2 has died.

versus

THE STATE (NCT OF DELHI) & ANR.Respondents

Through: Mr.Mukesh Kumar, APP
SI Arvind Verma, PS Gokalpuri
Respondent no.2 in person.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
16.12.2024

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1. The present petition has been filed for quashing FIR No. 0322 dated 18.05.2016 registered under Section 498A/406/34 IPC at PS Gokul Puri and all the proceedings emanating therefrom.
2. At the outset, it was informed that Petitioner No.2 had died.
3. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 16.02.2012 in accordance with the Hindu Rites and Ceremonies. No child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since the year 2015 and instituted multiple litigations against each other and their



respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Karkardooma Courts, Delhi.

4. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement and the same was recorded vide settlement deed dated 21.05.2024. As per the settlement deed it has been agreed between the parties that the petitioner shall pay a sum of Rs. 5,00,000/- (Five Lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 07.09.2024 passed by Learned Principal Judge, Family Judge, Karkardooma Court.
6. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 0322 dated 18.05.2016 registered under Section 498A/406/34 IPC at PS Gokul Puri and all the proceedings emanating therefrom.
7. The parties have settled the matter vide compromise deed dated 21.05.2024 on the following terms and conditions:

A. It has been settled between the parties that both parties agreed to dissolve the marriage with mutual consent and file the divorce Petition with consent of both Parties, before the concerned court.

B. Both the parties agreed that the First party shall Pay Rs 5,00,000/- in total to the second Party as full and final settlement and dispute arose between the parties during the substance of marriage.



C. Whereas it has been agreed between the parties that the second party shall paid Rs 1,00,000/- at the time signing of settlement agreement through Demand draft no.931826 dated 21 may 2024.

D. Whereas it has been agreed between the parties that the second party shall paid Rs 2,00,000/- at the time of statement on first motion divorce petition before the concerned court. The first motion divorce petition shall be filed on or before 04.06.2024.

E. Whereas it has been agreed between the parties that the first party agreed to withdraw her aforesaid petition i.e

Executions petitions and petition under section 12 of PWDV Act pending before the concerned court after statement of the First Motion of divorce petition and before filing of the second motion of divorce petition.

F. Whereas the first party agreed to cooperate the second party to make necessary statement regarding the quashing of criminal case against the second party and all his family members in Cr. Case 1690/2018 tilted as State Vs Ashwani Yadav & Ors. pending before Ld. MM, North-East District, Karkardooma Court, Delhi regarding FIR No 322/2016 U/S 498A/406/34 IPC at P.S. Goka! Puri against the second party and his family members.

G. Whereas, the first party also agreed to co-operate the second party in recalling any arrest warrant/ bailable warrant non bailable warrant, if any immediately, after the execution of the present settlement deed and before the date of first motion of the divorce petition with mutual consent.

H. It has been further agreed that the second motion of the divorce petition with mutual consent will be filed at earliest, as soon as withdrawal of all aforesaid cases preferably in the month of July.

I. Whereas the second party is agreed to Pay an amount of Rs.



1,00,000/- to first party on the day of recording the statement on Second Motion of divorce petition with Mutual consent

a decree of divorce by way of mutual consent as above mentioned.

J. Whereas, the second party agreed to pay remaining amount of Rs. 1,00,000/- to the first party through demand draft on date of quashing petition before the Hon'ble High Court.

K. That the first party has agreed that she settled all her past, present and future claim/rights regarding dowry articles Stridhan, jewelry, clothes maintenance (present, past and future) and permanent alimony, etc. and the first party shall have no claim of any kind whatsoever arising out of the matrimonial relations in future against the second party since the first party has settled all her above said disputes with the second party as per the Present settlement deed.

L. It has been further agreed between the parties that they will not interfere in the lives of each other and shall part ways amicably with a promise not to interfere in the lines of each other in whatsoever manner.

M. That both the parties in future, shall not file any suit, claim petition, application appeal and complaint/complaints against each other before any authority or any court of law in any manner, with respect to the matter settled hereby. Both the parties also undertake that they will not involve/indulge in each other's life and wil never approach/ involve with each other family/Relatives etc.

N. That second party and first party have agreed to dissolve their marriage and they shall get marriage dissolved by obtaining a decree of divorce by way of mutual consent as above mentioned.

O. That, it is further agreed between the parties that after compliance of all the above terms by the parties, they shall not litigate further in any manner on the disputes qua their



marriage, shall not interfere in personal life of each other and also shall not claim any rights whatsoever in respect of moveable and immovable properties of each other in future. It is agreed that any other case if any beside the aforesaid case filed by any party shall be withdrawn by the respective parties.

P. It is further agreed between the parties that this settlement is arrived between the parties voluntarily without there being any pressure, coercion or threat or undue influence of any kind and contents of the settlement have been explained and read over to the parties in vernacular.

Q. That both the parties shall fully cooperate with each other and fully comply, and undertake to remain bound by the terms and conditions of this settlement deed.

R. That, it is agreed that the parties shall remain bound by the aforesaid terms of settlement deed.

S. That It is necessary to mention here that at the time of this settlement both.the parties are bound down with all the terms and conditions of this settlement deed, if any party failed to comply any terms and conditions of this compromise deed /settlement deed, then either party shall have every right to take legal action against other party before court of law as both the parties are bound down to comply all the terms and conditions of this settlement.

8. In terms of the settlement deed, a demand draft bearing No.931929 dated 09.12.2024 in the sum of Rs. 1,00,000/- (One lakh) in the name of Shikha drawn on Indian Bank, Vivek Vihar has been handed over to respondent no.2. Respondent no. 2 states that she has received the entire settlement amount in terms of the settlement deed.
9. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits that other



petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 07.09.2024, she has no objection if FIR No. 0322 dated 18.05.2016 registered under Section 498A/406/34 IPC at PS Gokul Puri and all the proceedings emanating therefrom.

10. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675 ;***K. Srinivas Rao v. D.A.Deepa***, (2013) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
11. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
12. In view of the above, FIR No. 0322 dated 18.05.2016 registered under Section 498A/406/34 IPC at PS Gokul Puri and all the other proceedings emanating therefrom are quashed.



13. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024/ Rb/ht